

EXHIBIT “A”



NOTICE OF DEMAND FOR PAYMENT

March 11, 2009

VIA FACSIMILE (011 0905 6348 499) AND MAIL

The Normandy Group S.A.
3 Catherine Christopher bldg
Road Town, Tortola
British Virgin Islands
Attention: The Management

and

3310 South Service Road, Suite 303
Burlington, Ontario
Canada L7N 3M6
Attention: The Management

Innua Canada Ltd.
3310 South Service Road, Suite 303
Burlington, Ontario
Canada L7N 3M6
Attention: The Management

Innua Australasia Pty.
Level 4, Suite 414
Celebration Drive,
Bella Vista NSW 2153
Fax number: +61 (2) 9836 3768
Attention: The Management

CC: GAIL & DAVID HARRIS
ZHIVAGO S.A.

DAVID ULLMANN (MINDEN GROSS LLP)
STUART BROTMAN (FASKEN MARTINEAU DuMOULIN LLP)



Re: Fortis Bank (Nederland) N.V. Financing

Ladies and Gentlemen:

We refer to the Facility Letter Agreement dated May 27, 2008 (as amended, supplemented or otherwise modified from time to time, the "Facility Letter"; capitalized terms used herein having the meanings given to them in the Facility Letter unless otherwise defined herein) between The Normandy Group S.A. (the "Company") and Fortis Bank (Nederland) N.V. ("Fortis") and to the documents listed in Annex A to this letter.

(The Facility Letter, the documents listed in Annex A hereto, together with all documents executed in connection therewith, are hereinafter collectively called the "Credit Documents").

In December 2008 Fortis notified you of the existence and continuation of a number of defaults under the Facility Letter, including: (i) a collateral shortfall under the Facility Letter of an amount of USD 6,000,000.--, (ii) a breach of certain financial covenants under the Facility Letter and (ii) the fact that otherwise than agreed debtors of account receivables which had been included in our collateral position were paying into bank accounts other than the agreed collection accounts. At that time Fortis demanded, among other things, that you repay the amount of the collateral shortfall or provide additional collateral to cover the shortfall.

Without limiting the foregoing, the Borrower's monthly financial statements for the period ended October 31, 2008 (which Fortis received on November 26, 2008) revealed that the Borrower continued to be in default of the covenants under the Facility Agreement, namely (i) the solvency test (i.e., 12% instead of 20%); (ii) the maximum inventory amount (i.e., 408% instead of 200%); (iii) the minimum working capital and minimum liable capital (i.e., US\$6,100,000 instead of US\$7,000,000); and (iv) the minimum earnings before tax (i.e. a loss of US\$1,761,000 instead of earnings of at least US\$300,000).

Through January and February 2009 we have attempted to negotiate with you the terms of a forbearance that would permit the lending relationship between the Company and Fortis to continue on mutually acceptable terms. Last week you advised us that the business could not continue even if a forbearance agreement could be entered into.

In the time since the notices were sent in December 2008 the defaults have not been cured and are continuing, a receiver has been appointed in respect of the guarantor Innua Australasia Pty Limited, the state of the business has deteriorated such that the Borrower now has negative equity, the collateral shortfall has not been remedied and accounts receivable have continued to be deposited into accounts other than the agreed accounts.

In the circumstances and your advice that the business cannot continue even with an acceptable forbearance agreement Fortis is not prepared to continue its lending relationship with you.

The uncommitted and repayable on demand character of the Facility Letter and the numerous defaults which have occurred and are continuing give Fortis the right to demand payment of all of the Company's obligations to Fortis and to cease making any new loans and extensions of credit. Accordingly, (i) Fortis hereby terminates the credit facility under the Facility Letter and (ii) demands from the Company and the Obligors immediate payment of all amounts payable under and in



connection with the Facility Letter and the other Credit Documents being at the date of this letter USD 11,625,541.8 to be increased with interest and costs.

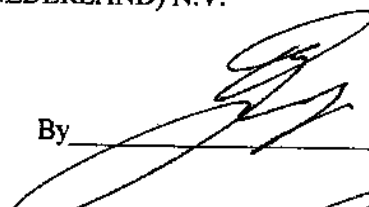
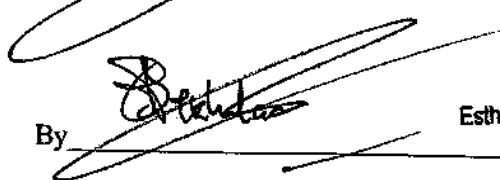
We further inform you that, in light of the above and the resultant significant loss of confidence by Fortis, and to protect the interest of Fortis and the other stakeholders in the property of the Company and Innua Canada Ltd., we will be seeking the appointment of a receiver of the property of the Company and Innua Canada Ltd. with immediate effect. Our lawyers will be in contact with yours shortly about this matter but it is anticipated that this matter will be brought before the Ontario court before the end of this week.

Attached hereto are notices of intention to enforce security hereby delivered pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Please note that a copy of this demand will be sent to Zhivago S.A., Gail and David Harris in their capacity of guarantors of the Borrower's debts towards Fortis and to your lawyers, Minden Gross LLP.

All of the rights and remedies of Fortis are expressly reserved, and Fortis may, in its sole discretion, at any time and from time to time exercise any of its rights and remedies under the Facility Letter, any of the Liability Agreements, any other Credit Document or otherwise created by law.

Very truly yours,
FORTIS BANK (NEDERLAND) N.V.

By  L.G. ENGELSBEL-SPORISJEVA
By  Esther Berkelaar

Address: Fortis Bank (Nederland) N.V.
Energy, Commodities and Transportation-
Commodities/Energy
P.O. Box 293, 1000 AG Amsterdam
The Netherlands
Attention: Cindy van der Wel
Facsimile: + 31 20 527 4643
Telephone: + 31 20 527 4259



ANNEX A

- (i) the Joint and Several Liability Agreement dated January 25, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Canadian Liability Agreement**") between the Company and Innua Canada Ltd. (the "**Innua Canada**");
- (ii) the Joint and Several Liability Agreement dated October 29, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Australian Liability Agreement**" and, together with the Canadian Guaranty, the "**Liability Agreements**") between the Company and Innua Australasia Pty. (the "**Innua Australia**" and, together with the Innua Canada, the "**Obligors**").
- (iii) the Continuing Security Agreement dated 22 January 2004 (as amended, supplemented or otherwise modified from time to time, the "**Innua Security Agreement**") between the Innua Canada and Fortis;
- (iv) the General Security Agreement dated 20 March 2002 (as amended, supplemented or otherwise modified from time to time, the "**General Security Agreement**") between the Innua Canada and Fortis;
- (v) the Movable Hypothec dated 20 March 2002 (as amended, supplemented or otherwise modified from time to time, the "**Innua Movable Hypothec**") between the Innua Canada and Fortis;
- (vi) the Fixed and Floating Charge dated December 11, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Australian Charge**") between the Innua Australia and Fortis.
- (vii) the Continuing Security Agreement dated 17 February 1999 (as amended, supplemented or otherwise modified from time to time, the "**Normandy Security Agreement**") between the Company and Meespierson N.V. (presently Fortis);
- (viii) the Deed of Hypothec on Movable Property dated 29th of July 1999 (as amended, supplemented or otherwise modified from time to time, the "**Normandy Movable Hypothec**") between the Company and Meespierson N.V. (presently Fortis);
- (ix) the Suretyship dated 12th Augustus 1996 granted by Mrs. Gail Harris in favour of Meespierson N.V. (presently Fortis) (the "**Suretyship A**")
- (x) the Suretyship dated 12th Augustus 1996 granted by Mr. David P. Harris in favour of Meespierson N.V. (presently Fortis) (the "**Suretyship B**")
- (xi) the Guarantee dated 12 August 1996 granted by Zhivago S.A. in favour of Meespierson N.V. (presently Fortis) (the "**Zhivago Guarantee**")



- (xii) the Pledge of Bank Balances dated 20 July 2000 granted by Zhivago S.A. in favour of Fortis (the "**Zhivago Account Pledge**"); and
- (xiii) the Pledge of bearer securities dated 20 July 2000 granted by Zhivago S.A. in favour of Meespierson N.V. (presently Fortis) (the "**Zhivago Securities Pledge**")

A handwritten signature or mark, possibly initials, located in the bottom right corner of the page.



NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

[THE EXECUTION AND DELIVERY OF THIS NOTICE DOES NOT CONSTITUTE AN ACKNOWLEDGEMENT THAT THE CREDITOR IS OBLIGED TO SEND THIS NOTICE OR THAT SECTION 244 OF THE *BANKRUPTCY AND INSOLVENCY ACT* APPLIES TO THIS CASE OR AN ALLEGATION THAT THE DEBTOR IS AN INSOLVENT PERSON WITHIN THE MEANING OF THE *BANKRUPTCY AND INSOLVENCY ACT*.]

TO: THE NORMANDY GROUP S.A.

TAKE NOTICE that:

1. Fortis Bank (Nederland) N.V. (the "Secured Party"), a secured creditor, intends to enforce its security on all personal property and assets of The Normandy Group S.A. ("Debtor") and/or any proceeds thereof.

2. The security that is to be enforced is in the form of a security interest granted in:

(a) a continuing security agreement dated February 17, 1999, as amended, supplemented or otherwise modified from time to time, made between the Secured Party and the Debtor, registered under the *Personal Property Security Act* (Ontario) as Registration No. 20090305 1031 1590 2906, File No. 651867876; and

(b) a deed of hypothec on movable property dated July 29, 1999, as amended, supplemented or otherwise modified from time to time, made between the Secured Party and the Debtor, registered under the Quebec Registry of Personal and Movable Real Rights on July 29, 1999 as Registration No. 99-0120834-0001 and on August 12, 1999 as Registration No. 99-0127874-0001.

together, the "Security Agreements".

3. The total amount of indebtedness secured by the Security Agreements is approximately CDN \$14,755,848 as at March 11, 2009 together with accrued and accruing interest and all other charges and expenses of enforcement claimable thereunder.

Page 2



4. The Secured Party will not have the right to enforce the security until the expiry of a 10-day period following the sending of this Notice, unless Debtor consents to an earlier enforcement.

DATED at the City of Amsterdam, this eleventh day of March, 2009.

FORTIS BANK (NEDERLAND) N.V.

Per: _____

Name: _____

Title: _____

L.G. ENGELSBEL-SPORISJEVA

Department Manager

Per: _____

Name: _____

Title: _____

Esther Berkelaar

Page 3



WAIVER

INNUE CANADA LTD. hereby waives the notice period provided for under section 244(2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and consents to the immediate enforcement by Fortis Bank (Nederland) N.V. of its security, as described in the Notice of Intention to Enforce Security dated March 11, 2009.

DATED at _____, Ontario this _____ day of _____, 2009.

THE NORMANDY GROUP S.A.

Per: _____

Name:

Title:

DM_TOR/232812-00005/3000199.1

A handwritten signature in black ink, appearing to be a stylized "J" or "S" with a flourish.



NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

[THE EXECUTION AND DELIVERY OF THIS NOTICE DOES NOT CONSTITUTE AN ACKNOWLEDGEMENT THAT THE CREDITOR IS OBLIGED TO SEND THIS NOTICE OR THAT SECTION 244 OF THE *BANKRUPTCY AND INSOLVENCY ACT* APPLIES TO THIS CASE OR AN ALLEGATION THAT THE DEBTOR IS AN INSOLVENT PERSON WITHIN THE MEANING OF THE *BANKRUPTCY AND INSOLVENCY ACT*.]

TO: INNUE CANADA LTD.

TAKE NOTICE that:

1. Fortis Bank (Nederland) N.V. (the "Secured Party"), a secured creditor, intends to enforce its security on all personal property and assets of Innue Canada Ltd. ("Debtor") and/or any proceeds thereof.
2. The security that is to be enforced is in the form of a security interest granted in:
 - (a) a general security agreement dated March 20, 2002, as amended, supplemented or otherwise modified from time to time, made between the Secured Party and the Debtor, registered under the *Personal Property Security Act* (Ontario) as Registration No. 20020301 0830 1590 6958, File No. 880950267;
 - (b) a continuing security agreement dated January 22, 2004, as amended, supplemented or otherwise modified from time to time, made between the Secured Party and the Debtor, registered under the *Personal Property Security Act* (Ontario) as Registration No. 20020301 0830 1590 6958, File No. 880950267; and
 - (c) a movable hypothec dated March 20, 2002, as amended, supplemented or otherwise modified from time to time, made between the Secured Party and the Debtor, registered under the Quebec Registry of Personal and Movable Real Rights on April 9, 2002 as Registration No. 02-0136686-0001.

together, the "Security Agreements".

DM_TOR/232812-00005/2991411.1



3. The total amount of indebtedness secured by the Security Agreements is approximately CDN \$14,755,848 as at March 11, 2009 together with accrued and accruing interest and all other charges and expenses of enforcement claimable thereunder.

4. The Secured Party will not have the right to enforce the security until the expiry of a 10-day period following the sending of this Notice, unless Debtor consents to an earlier enforcement.

DATED at the City of Amsterdam this eleventh day of March, 2009.

FORTIS BANK (NEDERLAND) N.V.

Per: _____

Name: _____

Title: _____

L.G. ENGELSBEL-SPORISJEVA

Department manager

Per: _____

Name: _____

Title: _____

Esther Berkelaar

J

Page 3



WAIVER

INNUE CANADA LTD. hereby waives the notice period provided for under section 244(2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and consents to the immediate enforcement by Fortis Bank (Nederland) N.V. of its security, as described in the Notice of Intention to Enforce Security dated March 11, 2009.

DATED at _____, Ontario this _____ day of _____, 2009.

INNUE CANADA LTD.

Per: _____

Name:

Title:

DM_TOR/232812-00005/2991411.1

8 J